

**Agreement Regarding Confidentiality of Business Information
Ringwood Landfill/Mines Superfund Site**

The United States Environmental Protection Agency (“EPA”) and the Borough of Ringwood (the “Borough”) hereby agree that settlement negotiations covering EPA’s claim for recovery of Past Response Costs incurred by EPA relating to the Ringwood Landfill/Mines Superfund Site (“Site”) will involve the production of documents which have been submitted to EPA by its contractors listed on Appendix 1 (collectively, the “Submitting Parties”) containing information which may be entitled to confidential treatment under regulations codified at 40 CFR Part 2. Furthermore, the parties herein agree that a limitation on the disclosure of the documents subject to this Agreement is necessary in order to protect the interests of EPA and the Submitting Parties with respect to business information that is deemed confidential as set forth herein.

The terms of this Agreement Regarding Confidentiality of Business Information (“Agreement”) are as follows:

1. The United States shall provide the Borough with documents, some of which might contain information which may be entitled to confidential treatment. The documents shall be handled in accordance with the terms of this Agreement.
2. As used in this Agreement, the term “confidential information” and “confidential business information” means trade secrets or commercial or financial information submitted to EPA and which may be entitled to confidential treatment under 40 CFR Part 2. This information has not been determined by EPA under 40 CFR Part 2, Subpart B, not to be entitled to confidential treatment.
3. Any documents that may contain confidential information pursuant to 40 CFR Part 2.100, et. seq. and that are produced by the United States pursuant to this Agreement shall be conspicuously marked with the word “CONFIDENTIAL” or “CONFIDENTIAL BUSINESS INFORMATION.” The transmittal of information designated as confidential will be done by letter from the United States stating that the information designated as confidential is subject to this Agreement.
4. Information designated as confidential under this Agreement shall not be used or disclosed by the Borough or any other person subject to paragraphs 5 and 7 below for any purpose other than negotiating a settlement with EPA for Past Response Costs incurred by EPA relating to the Site (“Settlement Negotiations”), except as ordered by a court.
5. The Borough and its counsel who obtain information designated as confidential hereunder, and anyone else who may subsequently become subject to this Agreement, as set forth below, shall not disclose or permit disclosure of this information to any other person, including without limitation any officer, director, employee, agent, or representative of the Borough, the Borough’s counsel, or any nonparty, except in the

following circumstances:

- a. Disclosure may be made to employees of the Borough or the Borough's counsel who have responsibility for or involvement in the Settlement Negotiations. Any employee to whom disclosure is made shall be advised of, and become subject to, the provisions of this Agreement prior to such disclosure. The term "employee" as used herein means only an individual who is on the payroll of the Borough or the Borough's counsel and who routinely receives a salary and employee benefits from the Borough or the Borough's counsel. Persons, firms, contractors, independent contractors, or corporations engaged by the Borough or the Borough's counsel on a temporary or contract basis shall be subject to the requirements of subparagraph (b) of Paragraph 5.
 - b. Disclosure may be made to consultants, witnesses, experts, or employees of experts (collectively referred to as "'Expert(s)') employed or otherwise engaged by the Borough or the Borough's counsel in preparation for or to assist in Settlement Negotiations. Prior to disclosure to any Expert, the Expert must agree to be bound by the terms of this Agreement and must execute the Confidentiality Agreement attached as Appendix 2. A copy of each executed Confidentiality Agreement shall be furnished to EPA not less than five (5) business days prior to disclosure to the Expert of the information designated as confidential.
6. The Borough or the Borough's counsel and any other person subject to this Agreement who obtains information designated as confidential hereunder, shall take all necessary and appropriate measures to maintain the confidential nature of the information, shall share such information only with persons authorized to receive it pursuant to this Agreement, and shall retain the information in a secure manner. Except as provided in Paragraph 5 above, no other person shall be permitted access to the information.
7. Any person who obtains access to information designated as confidential under this Agreement may make copies, duplicates, extracts, summaries, or descriptions of the information or any portion thereof only for the purpose of Settlement Negotiations. All copies, duplicates, extracts, etc. shall be subject to the terms of this Agreement to the same extent and manner as original documents.
8. Any unauthorized disclosure of information designated as confidential under this Agreement shall not result in the waiver of any claim that the Submitting Parties have pursuant to 40 CFR Part 2 relating to the confidentiality of any information the United States provides to the Borough or the Borough's counsel relating to the Site. The Borough and all persons who sign Appendix 2, attached hereto, agree that the Submitting Parties and contractors for the Submitting Parties who may have a proprietary interest in the information provided to the Borough relating to the Site may have a right to seek compensation for damages arising from an unauthorized disclosure of any confidential

business information (“CBI”) they obtain.

9. Within sixty (60) days after the effective date of an executed consent decree between Ford Motor Company (“Ford”) and EPA that addresses Past Response Costs relating to the Site, or if no settlement has occurred, within 60 days after termination of settlement negotiations, as determined by the United States or Ford and set forth in a written notice to the other party, any person who obtained information designated as confidential under this Agreement shall assemble and return such information to EPA, or, alternatively, destroy such information, including all copies, extracts, summaries, or descriptions of the information (collectively, the “Information”) or portions thereof, except for all such Information covered by this Agreement which constitutes the work product of the Borough’s counsel or the Borough, which shall remain subject to the confidentiality provisions contained herein until it is destroyed. The return or destruction of such Information shall be certified in writing by the person who obtained the information from EPA.
10. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same Agreement.

For THE BOROUGH OF RINGWOOD:

Dated: _____

Wanda Chin Monahan, Esq.
Counsel, The Borough of Ringwood
Law Offices of Wanda Chin Monahan, LLC
50 Cardinal Drive
Suite 102
Westfield, New Jersey 07090
Telephone: (908) 588-7700

For THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

Dated: _____

Eric H. Schaaf
Regional Counsel
USEPA-Region 2
290 Broadway, 17th Floor

New York, New York 10007-1866

Appendix 1 - Business Information Confidentiality Agreement

Submitting Parties

Alion Science and Technology Corporation

Weston Solutions

Dyncorp Information and Engineering

Computer Sciences Corporation

KAP Technologies

A4 Scientific Inc.

Datachem Laboratories, Inc.

Liberty Analytical, Inc.

Mitkem Corp.

Shealy Environmental

Bonner Analytical Testing

Chemtech Consulting Group

Envirosystems, Inc.

CDM Federal Programs Corporation

Environmental Restoration

Keystone Environmental Resources

Skinner & Sherman Laboratories

U.S. Army Corps of Engineers

Spectrum Analytical

ALS Group USA

Chester Environmental

Compuchem

Cape Fear Analytical

Analytic Resources

Appendix 2 - Business Information Confidentiality Agreement

The undersigned is currently working at _____ which is located at _____

During the past year the undersigned has been employed or otherwise engaged as a consultant or contractor by the following company located at the corresponding address:

The undersigned hereby acknowledges that he/she has read the foregoing Agreement Regarding Confidentiality of Business Information for the Ringwood Landfill/Mines Superfund Site (Agreement), understands the terms thereof, and agrees to be bound by such terms. The undersigned understands that disclosure of information which has been designated as confidential under the Agreement may cause substantial harm to the affected business' competitive position. Accordingly, among other responsibilities, the undersigned shall only share such information with persons specifically authorized to receive the information pursuant to the Agreement, shall retain the information in a secure manner, and shall use such information only for the purposes authorized by the Agreement. The undersigned understands that the pledge of confidentiality under this Confidentiality Agreement continues after any lawsuit associated with the settlement of EPA's claim for Past Response Costs is over. Furthermore, the undersigned understands that a breach of the Agreement may subject him/her to civil claims for damages and to criminal prosecution under 42 U.S.C. § 9604(e)(7)(B).

Dated: _____

Signed : _____